- C.6.2.1 The Contractor shall provide child case management responsibility for each child placed in one of its foster homes (see Appendix A for a full description of "Child Case Management Responsibility").
- C.6.2.2 CFSA will reassign child case management responsibility only if a child's placement is unavoidably disrupted and the child must be placed with another child-placing agency. The CFSA Deputy Director for Programs, or designee, shall make the determination for any exceptions to the assignment procedure.
- C.6.2.3 The Contractor shall maintain child case management responsibility until the child achieves permanency, and for a three-month period following realization of the permanency goal. Extensions beyond the three-month minimum will require CFSA review and approval. The Contractor shall retain case management responsibility even when the child leaves his/her family-based foster care home for a stay in a more restrictive setting such as a psychiatric hospital or residential care facility. Periods of continued case management responsibility when the child is not currently residing in the family-based foster care setting are defined as "Continuing Child Case Management Responsibility".
- C.6.2.2 When clinically indicated, CFSA expects the Contractor to enable the child to return to the same foster care home following any acute care episode that warrants a temporary stay outside the home. To ensure a smooth return to the foster care home, the Contractor shall facilitate the foster family's continued involvement with the child during such a temporary stay outside of the home.
- C.6.2.3 The Contractor shall ensure that the social worker with child case management responsibility effectively coordinates and delivers case management services as required by the Adoption and Safe Families Act (ASFA), the LaShawn A. v. Williams Modified Final Order (MFO) (1993), the LaShawn A. v. Williams Implementation Plan (April 2003), and CFSA policy and procedures. Such duties shall include, but not be limited to, reporting updated information on child and family progress for purposes of reporting to the court, attending administrative reviews, developing a case plan for the child, linking the child and foster family with services, and entering and maintaining documentation in FACES and in the physical record.

- C.6.3 Continuing Child Case Management Responsibility
- C.6.3.1 The Contractor shall provide "Continuing Child Case Management Responsibility" for the child during any periods of acute care and aftercare when the child is not being cared for in his/her family-based foster care setting, but whose case continues to be managed by that child-placement agency. Aftercare shall be provided for six months following the realization of the permanency goal. Extensions beyond the three-month minimum will require CFSA review and approval. Before the aftercare period ends, the Contractor shall refer the child for any needed ongoing services located in the child's biological or adoptive family's community of residence.
- C.6.3.2 The Offeror shall propose the manner in which child case management responsibilities described in Appendix A will be continued during these periods.
- C.6.4 Family Case Management Responsibility
- C.6.4.1 The Contractor with family case management responsibility shall maintain that responsibility until permanency has been reached for all of the children from that family placed in foster care, and CFSA officially closes the family's case. The Contractor with family case management responsibility assures the safety, permanency, and well-being for all children in the family regardless of whether they are placed in one of its own foster homes, are placed with another child-placing agency, are temporarily hospitalized, or are living at home with biological parents (see Appendix A for description of "Family Case Management Responsibility").
- C.6.4.2 The Offeror shall describe policy and protocol for providing timely, continuous and effective case management to the child, the biological and extended family of the child, including other children and siblings residing in the family's home, and the child's foster family as described in detail in Appendix A. Case management activities shall be guided by the approved case plan and established goals, including permanency goals, for the parents and children in the family. The social worker shall deliver services expediently to meet the needs of children and parents, and shall assist the family to support achievement of the designated goals for each child in foster care. When one or more children are to be reunified with the biological family, the social worker with family case management

- responsibility shall ensure the provision of services to help stabilize the family and prepare it for reunification.
- C.6.4.3 The Contractor's social worker with family case management responsibility shall provide comprehensive management and coordination of services for the parents and all children in the family, regardless of their legal status, or involvement of other agencies with individual children in the family.
- C.6.4.4 The social worker shall provide services that reflect sensitivity to the family's cultural background, and shall employ an approach that incorporates family strengths and a plan for overcoming barriers in service delivery.
- C.6.4.5 The Offeror with family case management responsibility shall provide aftercare services for six (6) months after the permanency plan of the final child in foster care has been achieved, as described in section C.6.5 "Continuing Family Case Management Responsibility". Extensions beyond the three months shall require CFSA review and approval. In cases of adoption, the social worker shall refer the family to CFSA's Adoption Resource Center for post-adoption services and support.
- C.6.4.6 The Offeror shall propose an approach to providing comprehensive family case management and coordination when several agencies are involved with the family. The social worker with family case management responsibility shall take the lead in coordinating services among these agencies.
- C.6.5 Continuing Family Case Management Responsibility
- C.6.5.1 The Offeror shall provide "Continuing Family Case Management Responsibility" for the family when the child for whom it originally had child case management responsibility is no longer placed in its foster home, whether the child is temporarily placed elsewhere, has been reunited with the family, has acquired a legal guardian, or has been adopted. At the end of the six (6) months of aftercare, the Offeror shall refer the family, or families, to ongoing services located in their respective communities.
- C.6.5.2 The Offeror shall describe the manner in which the family case management

responsibilities described in Appendix A will be continued during these periods.

- C.6.6 Admission and Placement
- C.6.6.1 The Contractor shall make available family-based foster care homes 24 hours a day, seven (7) days per week, for each day of the calendar year for any children referred by CFSA. The Contractor shall accept all children referred for placement by CFSA when a vacancy exists in one of its licensed homes. The Contractor shall participate in facilitated family team meetings held by CFSA for children accepted for placement in its licensed foster homes. The Offeror shall describe the manner in which CFSA referrals shall be received and acted upon in both planned and emergency situations. The Contractor shall pursue CFSA's dispute resolution process for cases of disagreement regarding placement decisions for CFSA children and youth.
- C.6.6.2 CFSA shall coordinate the child's placement with the Offeror by providing the Contractor with:
 - C.6.6.2.1 Completion of a Board and Care Agreement
 - C.6.6.2.3 Completion of a Placement Information Form
 - C.6.6.2.4 Inclusion of all pertinent documents, forms of identification, medical information, immunization history, and educational information.
 - C.6.6.2.5 Preparation of a visitation plan when a schedule has been previously established or ordered from the court.
- C.6.6.3 The Contractor shall establish policies and protocols for admission and intake, and timeframes for emergency and planned placement in its foster homes. These policies and protocols shall include provisions for ensuring that ICPC approval is requested in advance for any child who will be placed outside the District of Columbia. The Contractor shall provide CFSA's placement staff access to an intake/placement coordinator with authority to make placement decisions on a daily basis, including weekends.
- C.6.6.5 The Contractor shall ensure that its intake/placement coordinator has made CFSA aware of its daily census and vacancies among its licensed foster homes Monday through Friday. If children are placed in one or more of its foster homes during the weekend, the Offeror shall ensure that CFSA's placement staff is aware of the change in its census and

available vacancies. On a monthly basis, the Contractor shall report to the Program Monitor the number of contracted vacancies and the characteristics of children for whom there are available slots, the licensed capacity of its vacant homes, and the names and dates of placement for each child placed in the program. The Contractor is required to maintain updated placement and foster home information in FACES that allows placement staff to access information electronically and to validate the written report.

- C.6.7 Case Transfer
- C.6.7.1 The Contractor shall comply with CFSA's case transfer protocol when accepting a case from, or transferring a case to, a CFSA social worker or another child-placing agency with child and/or family case management responsibility. At a minimum, either the public or private agency referring social worker is responsible for:
 - C.6.7.1.1 Promptly notifying CFSA of the transfer.
 - C.6.7.1.2 Ensuring that the child is medically screened prior to placement or a shift in placement, and a copy of the results is provided to the receiving social worker;
 - C.6.7.1.3 Providing the receiving social worker with the following documents and/or information regarding the child: Medicaid Card or Number; Social Security Card or Number; Birth Certificate; Medical history and current immunization records; school information and school books; clothing and a clothing inventory; family information; Court requirements, including the date of the next scheduled hearing and the child's *guardian ad litem*'s name and phone number; current case plan, including the current services being provided/coordinated for the child and the family; the date of the next scheduled Administrative Review; and family information, including the names, addresses, phone numbers, visitation schedule and permanency goal; and,
 - C.6.7.1.4 Ensuring that the Interstate Compact request has been approved by the receiving state prior to the placement of a child expected to be placed outside of the District.
- C.6.7.2 The Offeror shall outline policies and protocols for transfer of case management responsibility to or from the Offeror's social worker, including the processes and time

frames related to the transition, in a manner consistent with CFSA, District and federal requirements.

- C.6.8 Discharge Planning and Aftercare Services
- C.6.8.1 The Offeror shall outline policies and protocols for discharge planning, including aftercare, that is conducted in conjunction with the foster family, the child and his/her biological family, as appropriate, and pertinent staff members.
- C.6.8.2 CFSA shall only permit planned discharges. The Contractor shall not discharge children from a family-based foster case placement for reasons other than achievement of the child's permanency goal, or because a child requires a level of care that cannot be provided by the current foster care parent(s). If the child is ultimately discharged to another foster care setting, the planning process shall include the transferring and receiving case managers. The Contractor shall make every effort to identify another of its foster homes for re-placement on a temporary or lasting basis.
- C.6.8.2.1 The Contractor shall ensure that a facilitated family team meeting and/or placement staffing is conducted prior to a placement change or discharge. The Contractor shall provide supportive services to the foster parent before a change in placement is considered. No child shall be moved prior to conduct of the placement staffing, except for placement in a temporary respite home. The Contractor shall ensure that a child in temporary respite care is able to maintain his daily schedule, including planned visitation. The Contractor shall notify its assigned CFSA Program Monitor of any change in the placement of a child in its care, including respite placements.
- C.6.8.2.2 When a placement staffing determines the need for increased supervision and support services for the child and foster family in order to avert a disruption in placement, the Offeror shall ensure provision of these interventions. The Offeror shall describe utilization of community-based, supportive services for a child and family to assist in stabilizing a placement.
- C.6.8.4 The Offeror shall describe its approach for providing six months of aftercare to children and their biological or adoptive families when their permanency goals, including reunification, placement with relatives, adoption, or independence, have been reached.

C.7 RESERVED

C.8 PROVIDING FOR THE BASIC NEEDS OF CHILDREN

- C.8.1 The Contractor shall ensure provision of a wide array of services to meet the individual needs of each child, in accordance with the requirements of Title 29 DCMR, Chapter 60. These services must be appropriate to the age, gender, cultural heritage, developmental and functional level and the learning ability of each child, and shall include, but not be limited to the following:
 - C.8.1.1 Food, shelter and clothing;
 - C.8.1.2 Health and medical care;
 - C.8.1.3 Mental health and other clinical services;
 - C.8.1.4 Educational services and advocacy;
 - C.8.1.5 Family visitation;
 - C.8.1.6 Recreation, Community Connections, and Religion; and
 - C.8.1.7 Transportation services.
- C.8.1.8 The Contractor shall ensure that each child in its care receives services necessary to furthering his/her safety, permanency, and well-being. CFSA expects the Contractor to facilitate these services through Medicaid-eligible providers, linkage with community-based service networks, or the Contractor's own resources. Direct CFSA payment for services that are not available through these mechanisms may be provided when costly services outside the scope of the Contractor's ability to pay have been court-ordered. When faced with payment for extraordinary costs, the Contractor shall submit, in advance, a written request for direct payment to CFSA's Office of Licensing and Monitoring (OLM). The Contractor shall submit such a request to, and have the approval of, its Program Monitor, who will secure the approvals of the Supervisor, Program Manager, Administrator, and Deputy Director for Licensing and Monitoring. A Contractor that incurs such costs prior to securing written OLM approval for direct CFSA payment assumes liability for those costs, so Contractors are advised to make such requests immediately upon the order of the court.
- C.8.2 Food, Shelter and Clothing
- C.8.2.1 The Contractor shall ensure that every child in its care has:
 - C.8.2.1.1 An ample supply of appropriately sized seasonal clothing and items necessary

- for personal hygiene and grooming.
- C.8.2.1.1 Adequate provisions for bathing and laundry, linen, and sufficient drawer, closet, and personal storage space in the foster home.
- C.8.2.1.2 Three balanced nutritious meals and snacks per day. All meals served shall meet the basic nutritional requirements as specified by the US Department of Agriculture. Foods high in nutritional value and fiber and low in salt, fat and sugar will be part of the nutrition program. Children should participate in meal planning and preparation, sharing of kitchen chores and other household responsibilities, appropriate to their age and developmental level.
- C.8.2.1.3 An opportunity to participate in decision-making regarding his/her care and general daily living.
- C.8.2.1.4 A weekly age-appropriate allowance and supervision in the use of that allowance for clothing and/or personal needs.
- C.8.2.2 The Offeror shall describe the daily routine/schedule of events and activities in the foster home setting, and provide a sample of activities that will be provided on a daily, weekly and monthly basis.
- C.8.3 Health and Medical Care
- C.8.3.1 The Offeror shall describe the methods by which the medical, dental, vision, behavioral and other health needs of children shall be met, including preventive, routine, emergency and follow-up medical care.
- C.8.3.2 In collaboration with DC KIDS, medical and behavioral health services are to be provided by licensed doctors and agencies that accept the child's Medicaid. DC KIDS and the CFSA Health Services Unit will assist the Contractor in identifying Medicaid providers, and CFSA's Health Services Administration will provide health resource information to successful Contractors. The Contractor shall obtain approval from CFSA through its Program Monitor, for the use of any non-Medicaid vendor before any services are initiated.
- C.8.3.3. The Contractor shall establish procedures to be followed when a child in its care becomes ill or is involved in an accident or any other emergency. Those procedures shall include promptly informing CFSA and securing appropriate authorizations for treatment

from the parents and/or CFSA, and submitting a report of an unusual incident to CFSA within 24 hours of its occurrence.

- C.8.3.4 The Contractor shall establish policies and protocols regarding the administration and storage of medication, especially prescription drugs. This policy shall reference the persons responsible, documentation procedures, and procedures for notifying appropriate persons in cases of negative reactions to drugs and/or medication/dosage errors.
- C.8.3.5 The Contractor shall ensure that glasses, hearing aids, prosthetic devices, corrective physical and dental devices or other equipment recommended by a physician or dentist for a child in care are secured in a timely manner.
- C.8.4 Mental Health and Other Clinical Services
- C.8.4.1 The Contractor shall be responsible for meeting the child's mental health service needs through direct provision of, or linkage to, mental health services delivered by qualified professionals. Mental health services include, but are not limited to:
 - C.8.4.1.1 A preliminary mental health screen within three business days of admission by a licensed mental health practitioner.
 - C.8.4.1.2 If indicated by the preliminary mental health screen, a mental health evaluation and assessment, including a standardized examination, completed within fifteen (15) calendar days of admission by a licensed mental health practitioner.
 - C.8.4.1.3 The prevention of substance and alcohol use, and intervention, and treatment for any child who needs it;
 - C.8.4.1.4 Access to emergency mental health services on a 24 hour a day, 7 day per week basis.
 - C.8.4.1.5 Clinical consultation with residents, parent(s) or guardian(s), and staff;
 - C.8.4.1.6 Individualized treatment, including individual and group therapy and counseling;
 - C.8.4.1.7 A standardized system for collecting, recording and conveying each resident's essential mental health information consistent with HIPAA; and,

- C.8.4.1.8 A standardized system for collecting and reviewing the resident's historical mental health records.
- C.8.4.2 Contractors shall ensure that all youth in need of mental health services are registered with the District of Columbia's Department of Mental Health (DMH), and connected with a DMH-certified Core Service Agency to access needed services. Contractors shall also ensure that this information is provided to CFSA's Health Services Division within the Office of Clinical Practice. CFSA prefers that mental health services are provided by DMH Core Service Agencies, subspecialty provider agencies, or subcontracted provider agencies that are certified Medicaid providers.
- C.8.4.3 The Contractor shall be knowledgeable of the mental health system in the District of Columbia, and understand how to negotiate that system on behalf of children and families. Contractors shall facilitate mental health service provision by agencies certified as Medicaid providers when individuals do not have access to private health insurance. Proposals that describe an existing or planned capacity to utilize funding other than CFSA resources shall be evaluated favorably. In accordance with the Management Technical Evaluation Criteria, Sub Factor 2, CFSA will more favorably evaluate Offerors' proposals that demonstrate that they are certified Medicaid providers, or propose plans to become certified, or are collaborating with subspecialty or subcontracted provider agencies that are certified Medicaid providers.
- C.8.4.4 Contractors shall ensure that clinical and therapeutic services are provided to youth as recommended by the CFSA case plan, Individual Habilitation Plan (IHP), Individualized Treatment Plan (ITP), and/or Individualized Education Plan (IEP).
- C.8.4.5 Contractors shall ensure that youth referred for assessment and planning and appropriate staff attend Multi-Agency Planning Team (MAPT) meetings that assess and make recommendations regarding a child's mental health needs and services.
- C.8.4.6 Contractors shall ensure that youth have access to services for smoking cessation, , weight reduction, and counseling services to prevent or ameliorate the use of alcohol and illegal substances, and domestic violence.

- C.8.5.1 The Contractor shall be responsible for the educational and vocational needs of children placed in its care. CFSA will provide the Contractor necessary educational information and documentation for the youth. Within 48 hours of receiving this information and documentation, the Contractor shall arrange for and ensure that each school-aged resident attends school or other educational program in accordance with all applicable federal, state and local laws, and the child's initial service plan.
- C.8.5.2 The Contractor shall be responsible for ensuring that school-aged children are enrolled and transported to any educational, vocational and/or mentoring activities, either by foster parents or through resources provided by the Contractor, unless such services are otherwise provided by the school district or another community-based service provider.
- C.8.5.3 The Contractor shall ensure that youth who are no longer required to attend school under the District of Columbia's Compulsory Education Law directly receive, or are appropriately linked to, community-based services and providers to assist them to successfully make a transition to independence.
- C.8.5.4 The Contractor shall maintain in the resident's case record the child's educational records, including, but not limited to, report cards, educational testing and Individualized Education Plans (IEP's).
- C.8.5.5 The Contractor shall ensure that all children in need of Special Education are appropriately assessed by the child's local school or another authorized Special Education evaluator approved by the District of Columbia Public Schools (DCPS). The Contractor shall participate in all meetings held at the youth's local school in order to develop and/or enhance the child's IEP.
- C.8.5.6 The Contractor shall comply with education policies set forth by DCPS and CFSA regarding the provision of special education services and other guidance on a variety of education-related topics. The CFSA Education Unit is available for consultation and assistance in this area.
- C.8.5.7 The Contractor shall provide educational enrichment programs and activities.

- C.8.5.8 The Contractor shall identify the duties and responsibilities of foster parents and staff for supporting the educational program of every child for whom it has case management responsibility. Such support includes, but is not limited to, attendance at school conferences, provision of school supplies, assistance with homework, and maintaining contact with a child's teachers. The Contractor shall describe the manner in which children will have access to educational aids and supports as needed, adequate study areas, personal computers, and paid or non-paid tutoring.
- C.8.5.9 The Contractor shall identify and establish a network of community-based, non-paid providers to which children may be referred for remedial educational services. The Contractor shall be responsible for linking the child to the service provider, ensuring that services are delivered as planned, and for monitoring and ensuring the provision and quality of the service provided.
- C.8.5.10 The Contractor shall obtain a trained surrogate parent for each child with an IEP. If tutoring is necessary for a child in special education, the tutoring service should be included in the IEP and paid by the school district that developed the IEP.
- C.8.5.11The Contractor shall provide children with tutorial/remedial services whenever any of the following conditions exist:
 - C.8.5.11.1 Their academic skills are one or more grade levels behind age-appropriate levels:
 - C.8.5.11.2 They are earning D's or F's in school;
 - C.8.5.11.3 Services are court ordered;
 - C.8.5.11.4 Services are recommended by IEP (not to be paid by Contractor);
 - C.8.5.11.5 Services are recommended by school;
 - C.8.5.11.6 Services are recommended by a psychological evaluation:
 - C.8.5.11.7 Services are recommended by the child's case plan; or,
 - C.8.5.11.8 Services are recommended by the child's parents or foster parents.
- C.8.5.12 Since education is the responsibility of the local education agency, CFSA generally does not pay for tuition. Exceptions may be made when a child is in need of special education services but has not yet been placed in an appropriate program by the District of Columbia Public Schools. In such cases, the Contractor must document timely initiation of the IEP process.

C.8.6 Visitation Requirements

- C.8.6.1 The Contractor shall describe a plan for enabling visitation between a child and his or her family members, including court-ordered visits, consistent with Implementation Plan requirements,. Section IX.A and Section VII.B. 6 & 7 of the Implementation Plan requires that:
- C.8.6.1.1 During the first eight weeks after a child is placed in a foster home, the Contractor's social worker shall visit the child in the foster home as frequently as is necessary to assure the child's adjustment to the placement, but no less frequently than once a week. Thereafter, the Contractor's social worker shall visit the child in the foster home as frequently as is necessary, but no less frequently than once every two weeks. Each visit shall include a private visit with the child outside the presence of the foster parents except in those cases where the child is a very young infant.
- C.8.6.1.2 For all children with a permanency goal of reunification, the social worker with family case management responsibility, in accord with the written case plan, shall visit and work with the child's parent(s) in the home as often as is necessary to facilitate the child's return home. In every case, the social worker must meet with the child's parent(s) no less than twice a month during the first 3 months.
- C.8.6.1.3 The Contractor's social worker shall assure that visitation between children and their parents and siblings takes place in the parent's home unless there are reasons documented in the record that home visits would pose a danger to the child. In all instances, visits shall take place in the most family-like setting possible. The social worker shall assure that children with a permanency goal of reunification visit with their parent(s) at least once a week, unless such visitation is not in the best interest of the child, and is specifically documented in the child's case record.
- C.8.6.2 The Offeror shall describe the capacity to implement community-based, "home-like" visitation sites, and facilitate child/parent, child/relative and sibling visits for children. The Contractor's staff and/or foster parents shall be required to transport children and/or parents to and from the visitation site for family visits. The Contractor's staff shall be responsible for: ensuring the safety of the children and providing supervision, if required;

- re-directing and/or modeling appropriate behavior for parents, as needed; and for evaluating and reporting on the quality of the child/parent interaction.
- C.8.6.3 The Contractor shall ensure that visit information is entered into the child/family record in the FACES information system within 24 hours, or one business day, of each visit.
- C.8.7 Recreation, Community Connections and Religion
- C.8.7.1 The Contractor shall develop recreational programming for children that includes familyoriented recreational and cultural/educational activities. The Contractor shall describe its
 methods for enhancing the development and nurturing of children's hobbies, interests and
 other leisure time activities, and shall ensure that foster families are included in the
 planning and conduct of recreational activities for children. Children shall be provided
 sufficient recreational supplies, equipment and activities.
- C.8.7.2 The Contractor's foster parents shall ensure that children are able to participate in activities within their family's community and the community in which they reside while in foster care. Such involvement contributes to a child's integration in a community and ability to tap into social support mechanisms. The Contractor shall support foster families in maintaining children's community connections by creating a network of community-based services and affiliations.
- C.8.7.3 Contractors shall promote child involvement in the community through volunteer civic activities, attendance at religious services (if desired), use of public agencies/services such as the local library, and other similar activities.
- C.8.7.4 Contractors shall ensure that every youth has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice if so desired. When parental rights remain intact, biological parents may designate their religious preference for their child(ren). When such a designation has been made, the Contractor shall ensure that the parent's wishes are followed.
- C.8.8 Transportation Services
- C.8.8.1The Contractor shall propose a plan for ensuring that transportation is available for children to attend scheduled activities including, but not limited to:

- C.8.8.1.1 Medical and mental health appointments;
- C.8.8.1.2 School/educational and vocational activities;
- C.8.8.1.3 Community and recreational activities;
- C.8.8.1.4 Family activities and visits.

C.9 Population-Specific Service Needs

- C.9.1 Traditional Family-Based Foster Care
- C.9.1.1 Contractors proposing "Traditional Family-Based Foster Care" shall provide care for children requiring mild to moderate behavioral, psychological, medical, or pharmacological intervention or assistance with activities of daily living.
- C.9.1.2 The Contractor shall ensure its foster parents and social workers provide services to children outlined in Section C.8, "Providing for Basic Needs".
- C.9.1.3 The Contractor shall describe its methodology for ensuring that older youth in traditional care receive life skills training and preparation for independent living that follow the requirements subsequently outlined in Section C.9.4 "Special Service Needs and Skill Development for Youth".
- C.9.2 Specialized Family-Based Foster Care
- C.9.2.1 Contractors proposing "Specialized Family-Based Foster Care" shall provide care for children requiring significant behavioral, psychological, medical, or pharmacological intervention or assistance with activities of daily living.
- C.9.2.2 The Contractor shall ensure its foster parents and social workers provide services to children outlined in Section C.8, "Providing for Basic Needs".
- C.9.2.3 The Offeror shall describe its methodology for ensuring that older youth in specialized care receive life skills training and preparation for independent living that follow the requirements subsequently outlined in Section C.9.4 "Special Service Needs and Skill Development for Youth".

- C.9.2.4 The Offeror shall describe the case management and treatment approach it will utilize for children in specialized care. CFSA seeks placement of all children in family-based foster care whenever possible, including those with complex psychological and medical needs.
- C.9.2.5 The Offeror shall describe its staffing pattern, including the qualifications and credentials of clinical and other staff and consultants, for addressing the specialized care needs of these children. The Contractor's staffing pattern shall include a licensed Clinical Director, a consulting psychiatrist accessible 24 hours a day for children receiving behavioral health intervention, and a physician or nurse to support children who are medically fragile.
- C.9.2.6 The Offeror shall describe its specific recruitment strategies and pre-service training curriculum for applicants wishing to serve as specialized care foster parents and respite providers, and their roles and responsibilities, qualifications and characteristics. Offerors shall specifically describe the additional training it offers to prepare candidates to provide foster care for children with specialized needs. The Contractor shall ensure that foster parents providing "Specialized Family-Based Foster Care" receive 30 hours of primarily skill-based training consistent with the program's treatment methodology and the service needs of the child, and must complete 24 hours of annual in-service training.
- C.9.2.7 The Offeror shall describe the supervision, support, in-service training, consultation and technical assistance for foster parents providing specialized care. This description shall include the frequency, duration, and location of these services, and procedures for documenting them, and shall indicate their role in retaining the services of these highly trained foster parents.
- C.9.2.8 The Offeror shall describe its procedures for the timely provision of clinical and therapeutic services, required by the child's case plan, Individualized Treatment Plan (ITP), and/or Individual Habilitation Plan (IHP). The Offeror shall describe its methods/techniques for enhancing each child's competence in caring for his/her personal needs and improving his/her functioning, academic, social adaptive, and communication skills. Foster parents who have been trained to provide specialized parenting for children with significant behavioral, psychological, medical or pharmacological intervention or assistance with activities of daily living shall be integral to the Offeror's methodology.

- C.9.2.8 The Contractor shall ensure that treatment planning is initiated within seven days of placement, and completed within 30 days of referral, if current evaluations are available. The Contractor shall facilitate a full assessment of the child's emotional, physical, educational, and placement needs within forty-five (45) days of referral, if current evaluations are needed to conduct appropriate treatment planning for a child.
- C.9.2.9 The Offeror shall describe its methodology for establishing a treatment team to develop and implement children's Individual Treatment Plans, including foster parent, and, as appropriate, the child's parent's participation. Treatment team meetings shall not be convened without the participation of foster parents. Members of a treatment planning team shall include:
 - C.9.2.9.1 the social worker with child case management responsibility;
 - C.9.2.9.2 the social worker with family case management responsibility, if different;
 - C.9.2.9.3 the previous social worker for any child already in care (for the first meeting);
 - C.9.2.9.4 the foster parents;
 - C.9.2.9.5 the child's parents, if the goal is reunification, and members of the extended family;
 - C.9.2.9.6 the child, if old enough to articulate his/her wishes; and,
 - C.9.2.9.7 other individuals involved in the child's care.
- C.9.2.10 Within thirty or forty-five days of admission, as indicated in Section C.9.2.8, the

 Contractor shall develop an initial individual treatment plan (ITP), that includes, at a

 minimum, goals and objectives, service delivery plans and projected length of stay in the
 program. The ITP shall be formulated to encompass all components and supports
 necessary for discharge and/or permanency planning. Roles and responsibilities shall be
 clearly defined for the foster parents, who are expected to provide skilled therapeutic
 parenting; the Contractor's staff, and any other service providers. Timeframes for desired
 achievement of each objective shall also be established. Each member of the treatment
 team shall sign the ITP, which will include a behavior management plan. If any member
 of the team does not agree with the plan, that disagreement and its rationale shall also be
 noted. The social worker with child case management responsibility shall assume
 primary responsibility for preparation and monitoring of the ITP.

- C.9.2.11 The Contractor shall ensure the ITP is reviewed and updated by the treatment team at least every 90 days. The updated ITP will document progress toward meeting the treatment goals and objectives, identify revised goals and strategies, and specify time frames. An ITP must also include timeframes for gradual reduction of the level of services required by the child.
- C.9.2.12 Specialized foster care for children requiring intervention for challenging psychological and behavioral conditions is expected to be a temporary placement setting with services provided at a level of intensity that results in demonstrable improvement in the mental health, social skills and well-being of a child in care. The intensity of these treatment services is expected to be reduced over time if specialized foster care is successful. The Contractor shall describe a method for achieving this goal of stepped-down care within twelve (12) months of a child being placed in the specialized foster care setting. The Contractor shall not remove a child from the foster home, however, simply because the level of care has been reduced. The Contractor shall reduce the stipend paid to a foster parent when the child's level of care has successfully been decreased.
- C.9.2.13 An Contractor providing "Specialized Family-Based Foster Care" shall develop a capacity for emergency placement. CFSA's Office of Clinical Practice must approve any transfer from emergency placement to a longer-term placement in specialized care. If case management responsibility has not yet been transferred to the Contractor, the CFSA social worker and supervisor must also grant approval.
- C.9.3 Traditional and Specialized Family-Based Foster Care for Teen Parents
- C.9.3.1 Contractors shall propose care for pregnant teens and teen parents with children as either "Traditional Family-Based Foster Care" and/or "Specialized Family-Based Foster Care".
- C.9.3.2 A Contractor shall follow all general care guidelines outlined in the RFP, as well as the "Special Service Needs and Skill Development for Youth" outlined in Section C.9.4.
- C.9.3.3 In accordance with Management/Technical Evaluation Criteria, Sub-Factor 2, CFSA will favorably evaluate proposals that propose to serve a range of youth to include pregnant and teen parents with their children.

- C.9.3.4 The Contractor shall recruit, train and license foster parents who will readily accept the placement in their homes of these pregnant and/or teen parents with children, whether providing traditional or specialized foster care.
- C.9.3.5 CFSA expects foster parents to continue to care for youth that become pregnant while placed in their homes. The Offeror shall describe the kinds of supportive services to be provided to a pregnant teen and her foster family to help diffuse tensions caused by the youth's pregnancy and to stabilize the placement. Pregnant teens shall be linked immediately with appropriate medical care and counseling. The Contractor shall secure high quality, community-based prenatal and postnatal counseling, other reproductive health services, and adoption services, if desired, for pregnant teens and teen parents.
- C.9.3.6 The Contractor shall describe its program in detail. Services shall include, but are not limited to:
 - C.9.3.6.1 Placement of parent and child in the same foster home;
 - C.9.3.6.2 Foster parents who willingly model and teach appropriate parenting skills and techniques, and engage youth in making decisions about their lives;
 - C.9.3.6.3 Supporting the teen parent in achievement of educational/vocational goals;
 - C.9.3.6.4 Training in the stages of child development, age appropriate expectations of children and age appropriate behavior modification and discipline techniques;
 - C.9.3.6.5 Instruction in appropriate child care, including time management, food preparation, and proper nutrition;
 - C.9.3.6.6 Instruction in accessing and utilizing community resources to support the youth and their children in growth and development, e.g., medical services, child care and educational services;
 - C.9.3.6.7 Appropriate involvement of the non-custodial parent in the child's life; and
 - C.9.3.6.8 Preparation for independent living that is comparable to services available to non-parenting youth.
- C.9.4 Special Service Needs and Skill Development for Youth
- C.9.4.1 The Contractor shall describe its preparation of older youth for adulthood including, but not limited to, the development of life skills such as budgeting, meal planning and

- preparation, securing employment; decision-making, career development, non-violent conflict resolution, problem-solving, and using community resources.
- C.9.4.2 The Contractor shall ensure youth aged 16 and older are referred to CFSA's Center for the Keys to Life for independent living services.
- C.9.4.3 The Contractor shall ensure foster parents engage youth in decision-making regarding their lives in accordance with their capabilities.
- C.9.4.4 When appropriate, the Contractor shall engage youth in developing individual, realistic goals to make the transition from foster care to independence. The Contractor shall assist youth transitioning to independence directly from family-based foster care to secure a job or enroll in job training, and to secure affordable housing.
- C.9.4.5 For youth unable to attain full independence due to medical, physical, emotional or psychological conditions and/or developmental delays, the Contractor shall plan for the youth's emancipation from the child welfare system. The Contractor shall commence planning no later than the youth's fifteenth birthday, and shall assure that required services, living arrangements and financial supports have been implemented upon transition to one or more of the adult systems operated by the District of Columbia's Mental Retardation and Developmental Disabilities Administration or Department of Mental Health.
- C.9.4.6 The Contractor shall ensure that all youth aged 13 to 21 years in care are provided sex education that includes instruction in: making sound decisions about engaging in sexual relations, and the prevention of pregnancy, sexually transmitted diseases (STD's), and HIV/AIDS. The Contractor shall ensure that female youth aged 13 to 21 receive routine gynecological services, including contraception, if desired. The Contractor shall ensure care by a licensed obstetrician/gynecologist for all youth seeking access to such a provider.
- C.9.4.7 The Contractor shall ensure that the special needs of gay, lesbian, bisexual, and transgendered youth are met by linking with organizations that provide education and support services for these populations..

C.10 Adoption Services

- C.10.1 A Contractor that does not provide adoption services shall refer such children with a goal of adoption either to CFSA, or to a licensed private adoption agency that contracts with CFSA, for adoption planning. The Offeror shall provide a plan to describe its process for referral and methods for collaborating with the CFSA Adoption program or a contracted private adoption agency until such time that the adoption is finalized.
- C.10.2 Only Offerors licensed to provide adoption services for children shall propose these services. An Offeror that proposes adoption services, but is not already licensed to provide these services in the District of Columbia, shall provide evidence that it has submitted a completed application to the District of Columbia's Department of Health upon submission of its proposal.
- C.10.3 Offerors may propose adoption services only as a part of a continuum of family-based foster care services, not as an exclusive service. The Contractor shall recruit resource families willing to consider both foster care and adoptive services, and shall dually license such families whenever possible. Offerors may not propose adoption services exclusively in response to this RFP.
- C.10.4 The Offeror shall fully describe the adoption services it proposes for children in its care for whom a permanency goal of adoption has been established. Once a child's goal has become adoption, the Contractor shall first determine whether the foster family is interested in adopting. If the foster family is not interested, the Contractor shall recruit an adoptive family. If the Contractor cannot identify an adoptive home within two months of the child's goal becoming adoption, the Contractor must refer the child to the CFSA Adoptions Recruitment Supervisor.
- C.10.5 The Contractor shall inform CFSA immediately of any potential adoptions that might be problematic or controversial. The Contractor shall train adoptive parents and complete their adoption home studies within 120 days, as required by the Implementation Plan. The Contractor shall present home studies to CFSA for approval by the Manager of the Adoptions Program no later than 110 days after initiation, but prior to the submission of court reports.

- C.10.6 The Contractor shall complete all reports related to the adoption. CFSA will review and return adoption reports to the Contractor with an approval or denial within five working days of receipt.
- C.10.7 The Contractor shall insure compliance with all administrative reviews, case plans, visitations, entry of data into CFSA's FACES system, and maintenance of a hard copy record. The Contractor shall attend all neglect court hearings prior to adoption finalization, and all hearings related to the adoption.
- C.10.8 The Contractor shall refer pre-adoptive parents to CFSA for determination and negotiation of an adoption subsidy.
- C.10.9 At the time the adoption becomes final, the Contractor shall notify an adoptive family about the services available through the Adoption Resource Center. All adoptive families shall be referred to the Adoption Resource Center for post-adoption services and support.
- C.10.10 The Contractor shall comply with the Multi-Ethnic Placement Act (MEPA), and adhere to the timeframes for adoptive processes established by CSFA, or in the LaShawn Modified Final Order and Implementation Plan.

****END OF SECTION C****

APPENDIX A to SECTION C OF THE RFP

CHILD CASE MANAGEMENT RESPONSIBILITY

For each child for whom child case management responsibility is held, the social worker shall:

- 1. Assume primary responsibility for the safety, well-being and movement toward permanence for the children for which child case management responsibility is held;
- 2. Ensure that all mandated reports of child abuse and neglect have been reported to the CFSA Hotline;
- 3. Maintain professional contact with the child in placement to successfully identify and address health, mental health and educational needs;
- 4. Coordinate with the social worker with family case management responsibility to ensure continuity of care to the family as it pursues its permanency goals;
- 5. Develop a specific case plan in FACES within 30 days of removal from the home. The planning process must include biological parents and extended family members, as appropriate, and address case goals, objectives and action steps. Update the case plan at a minimum every 180 days;
- 6. Provide the foster family or other caregivers with the child's placement information. This includes documentation, which contains the necessary information for the care and supervision of the child;
- 7. Provide information to the foster family within 30 days of placement in situations in which no information about the child is available at the time of placement;
- 8. Ensure that the child is receiving proper care and supervision in his/her foster home;
- 9. Monitor and ensure child is receiving appropriate educational, medical and mental health services (as identified);
- 10. Enhance the child/foster family relationship building skills;
- 11. Empower foster families with techniques in:
 - a. Problem identification and resolution;
 - b. Advocacy for child.
- 12. Review CFSA's expectations of the foster family, including all the child's health requirements and confidentiality issues;

- 13. Provide services to the foster family or other caregiver to include, but not be limited to:
 - a. Crisis Intervention;
 - b. Casework;
 - c. Needs assessment;
 - d. Referral for support services to include but not limited to parent education, mental health services.
 - e. Day care, homemaker, respite care, housing assistance, flexible funds, transportation assistance, and referral for public assistance and other resources in the community;
 - f. Participation in family meetings; and,
 - g. Explore extended family resources including establishment of paternity.
- 14. Keep all involved service providers apprised of new case information as appropriate;
- 15. Input all required information regarding placement payment in FACES in a timely manner;
- 16. Ensure the conduct of case staffings and/or facilitated family team meetings related to placement support issues, including planning, problem solving, removal and disruption and present for them ;
- 17. Visit the child in a foster home as follows:
 - a. Visit with the foster child individually during each visit;
 - b. Visit the child once a week for the first eight weeks for new cases and at least twice monthly thereafter; and,
 - c. Document the visits in FACES within 3 days of contact.
- 18. Ensure face-to-face contact with a foster family or other caregiver in the foster home at a minimum of once a month, and as additional need warrants;
- 19. Empower the foster family to support the permanency goal by reaching out to biological parents and participating in facilitated family team meetings.
- 20. Visit with the parent in accord with the IP requirements for child's permanency goals.
- 21. Develop, engage and maintain a team of family members, caregivers, collaterals and service providers in the care and decision-making regarding the child. Maintain contact and request written reports as necessary to assess birth family and child's progress with services;
- 22. Call the police in cases of serious abuse, serious neglect and sexual abuse as follows:
 - a. Complete and fax written notification to the police;
 - b. Complete and mail the mandated reporter letter;
 - c. Complete a critical event report, if needed;
 - d. Send the report and any notifications to the Hotline supervisor for review and approval; and
 - e. Complete child fatality reports and present at child fatality reviews.
- 23. Prepare transfer and closing summary reports;

- 24. Initiate, present and identify needed participants at various CFSA staff conferences related to case management and the administrative review;
- 25. Develop concurrent case plans.

FAMILY CASE MANAGEMENT RESPONSIBILITY

The social worker with family case management responsibility must complete the following duties, in addition to the child case management duties they may have for a particular child. See also, "Child Case Management Responsibility" section.

- 1. Ensure the safety and well-being of all children in the family, including any children remaining in the home of, or reunified with, the biological parents;
- 2. Ensure that all mandated reports of child abuse and neglect have been reported to the CFSA Hotline;
- 3. Work with the birth or adoptive parents to help correct the problem/issues that resulted in the abuse and/or neglect of their child(ren);
- 4. Conduct thorough and comprehensive assessments including social summaries and psychosocial evaluations of individual family members to include when appropriate verification of marriages and divorce and medical information;
- 5. Monitor biological parents' progress toward reunification and achieving the goals and objectives as described in the case plan;
- 6. Coordinate with social workers with child case management responsibility for other children in the family;
- 7. Develop concurrent case plans;
- 8. Document all appropriate family information, case plans and case activity into FACES within three days;
- 9. Continually evaluate the home and stay aware of changes in the parents psychosocial functioning;
- 10. Provide clear expectations to the birth parents, child, and caregiver of why removal was necessary, and what is needed to achieve the permancy goals;
- 11. Establish on-going relationship with the parents through planned and unplanned contacts in order to jointly identify and develop case plan goals to achieve reunification;
- 12. Refer, assist, support and facilitate the use of services to the birth parents in order for them to met the goals and objectives of the case plan;

- 13. Encourage and support the ongoing relationship between parent, child, siblings, or other pertinent family members, and foster parents by facilitating contacts such as:
 - a. Visitation plan;
 - b. Telephone conversations;
 - c. Correspondence; and,
 - e. Gift on special occasion, or as appropriate.
- 14. Record all case activity including telephone contacts and visits in FACES within 3 days of event occurrence;
- 15. Seek consultation and work in partnership with CFSA clinical/legal team.
- 16. Arrange for legal consultation to assess filing neglect petitions if needed;
- 17. Prepare and file all necessary court petitions and/or reports with judicial oversight;
- 18. Attend and participate in all court hearings as scheduled and represent all placement recommendations to the court after consultation with other workers on the case;
- 19. Maintain up-to-date hardcopy file as well as the electronic file (FACES). Document all required reports and contacts in FACES and maintain all progress reports and diagnostic reports in the hard copy case record;
- 20. Prepare transfer and closing summary reports;
- 21. Present at case staffings related to placement support issues, including planning, problem solving, removal and disruption;
- 22. Initiate, present and identify appropriate participants, and present at facilitated family team meetings and other pertinent staffings at CFSA or any other agency related to case management and the administrative review;
- 23. Collaborate with other agency staff, the biological parents, and service providers to support the foster family's ability to safely and effectively parent the child in care, and achieve the permanency goal;
- 24. Maintain at least once a month face-to-face contact with the biological parents, and as needed;
- 25. Meet and maintain on-going contact with collaterals and service providers and request written reports as necessary to assess birth family and child's progress.
- 26. Adhere to the response time in notifying the Hotline supervisor regarding emergency referrals;
- 27. Call the police in cases of serious abuse, serious neglect and sexual abuse as follows:
 - a. Complete and fax written notification to the police;
 - b. Complete and mail the mandated reporter letter;
 - c. Complete a critical event report, if needed; and
 - d. Send the report and any notifications to the Hotline supervisor for review and approval.

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- e. Complete child fatality reports and present at child fatality reviews;
- 28. Following reunification of children with the family, provide aftercare services for 6 months to assure the family's continued progress and monitor for any abuse and neglect issues;
- 29. Participate in staff development.

END OF SECTION C APPENDIX

PART I – SCHEDULE

SECTION D

PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.1.

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****END OF SECTION D****

PART I – SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.1.

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****END OF SECTION E****

PART I – SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

CFSA intends to award a series of indefinite quantity contracts with payments based on fixed unit prices per child per day for each line item set forth in the Price Schedule Chart in Section B. There are no cost reimbursement elements to the contracts to be awarded. The minimum guarantee for the contract year and each option **is \$1000.00**. The maximum amount for each contract year, and each option will be specified in the contract.

F.2 TERM OF CONTRACT

The term of the contract shall be for a period of **one** (1) **year** from date of award, subject to the District's option to extend the term of the contract.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.3.1 The District may extend the term of this contract for a period of one (1) year, or any fraction thereof, or multiple successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. The total duration of all options shall not exceed two (2) years. The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.
- **F.3.2** If the District exercises this option, the extended contract shall be considered to include this option provision.
- **F.3.3** The price for the option period shall be as specified in the contract.

****END OF SECTION F****

PART I – SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1 The District will make payments to the Contractor upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 In accordance with the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.* the District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The name and address of the CFO is:

Name: (Chief Financial Officer)

Child & Family Services Agency

Address: 400 Sixth Street, S.W., 2nd Floor

Washington, D.C. 20024

Telephone: (202) 724-7676

- **G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G2.2.1 Contractor's name, federal tax identification number, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.)
- **G.2.2.2** Contract number and encumbrance number (block number twenty-one (21) of the Solicitation Cover Sheet)
- **G.2.2.3** Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- **G.2.2.4** Other supporting receipts, documentation or information, as required by the Contracting Officer.
- **G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be delivered
- **G.2.2.6** Name, title, telephone number of person preparing the invoice;

G.2.2.7 Name, title, telephone number and mailing address of person to be notified in the event of a defective invoice.

G.2.2.8 Authorized signature.

G.3 METHOD OF PAYMENT

The District will pay the amount due the Contractor under this contract in accordance with the terms of the contract and upon presentation of a complete and properly executed invoice

G.4 ASSIGNMENTS

- **G.4.1** In accordance with 27 DCMR § 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- **G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- **G.4.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated,
make payment of this invoice to
(name and address of assignee).

G.5 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District of Columbia only by Contracting Officers. The address and telephone number of the Contracting Officer is:

Agency Chief Contracting Officer Child and Family Services Agency 955 L'Enfant Plaza SW, Suite 5200 Washington, D.C. 20024 (202) 724-7544

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- **G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- **G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- **G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have